

**FILED**

**NOV 20 2007**

**CATHY A. CATTERSON, CLERK  
U.S. COURT OF APPEALS**

**NOT FOR PUBLICATION**

**UNITED STATES COURT OF APPEALS**

**FOR THE NINTH CIRCUIT**

ROBERTO J. DEL ROSARIO,

Plaintiff - Appellant,

v.

JAPAN AIRLINES INTERNATIONAL  
CO. LTD.,

Defendant - Appellee.

No. 06-16573

D.C. No. CV-04-00028-VEM

MEMORANDUM\*

Appeal from the United States District Court  
for the District of Guam  
Joaquin V.E. Manibusan, Jr., Magistrate Judge,\*\* Presiding

Submitted October 22, 2007 \*\*\*

Before: B. FLETCHER, WARDLAW, and IKUTA, Circuit Judges.

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\* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

\*\* The parties consented in writing to proceed before a magistrate judge.

\*\*\* The panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

Roberto J. Del Rosario appeals from the district court's order enforcing a settlement agreement in his diversity tort action. We have jurisdiction pursuant to 28 U.S.C. § 1291. We review enforcement of a settlement agreement for an abuse of discretion, *Adams v. Johns-Manville Corp.*, 876 F.2d 702, 704 (9th Cir. 1989), and we affirm.

Contrary to Del Rosario's contention, the magistrate judge did not abuse his discretion by enforcing the oral settlement agreement. Even if Del Rosario raised the issue to the magistrate judge that the parties intended to be bound only by a written agreement, Del Rosario proffered no evidence of that intent to the court. *See Adams*, 876 F.2d at 706 (holding that district court did not abuse its discretion by enforcing an oral settlement where evidence showed one party failed to communicate its alleged intent not to be bound). Further, the magistrate judge did not abuse his discretion by denying Del Rosario's motion for a 60-day continuance to hire new counsel. *United States v. 2.61 Acres of Land*, 791 F.2d 666, 671 (9th Cir. 1985) ("The denial of a continuance is within the broad discretion of the trial court, and will not be overturned unless arbitrary or unreasonable.").

**AFFIRMED.**